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PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

BANGALORE DISTRICT.

Abstract Notification.

The attention of the public is invited to the resale notification relating to the right of collecting Thangadi and Kakke bark of the several Taluks of the district published on page 1217, Part VI of the *Mysore Gazette*, dated 27th October 1932.

H. S. NARAYANA RAO,
District Forest Officer.

TUMKUR DISTRICT.

Notification dated 3rd November 1932.

It is hereby notified for the general information of the public that the right of the collection and removal of Tupra leaves, from all Government unoccupied lands, Amrith Mahal Kavals, State Forests, Reserved lands and plantations in the undermentioned Taluks of Tumkur District from the date of confirmation of the sale up to 30th June 1934 will be sold by Public auction by the District Forest Officer or the Range Officer concerned on the dates and at the places noted below. The sale will be subject to the confirmation of the Chief Conservator of Forests in Mysore.

1. No person will be allowed to bid unless he deposits with the sale conducting officer an earnest money in cash or currency notes of Rs. 25 which in the case of all unsuccessful bidders will be duly returned after the close of the sale. No defaulters will be permitted to bid.

2. The highest bidder shall immediately after the close of the sale, pay up the one-fourth sale amount together with local, education and railway cesses on the entire sale amount at Re. 0-1-0, Re. 0-0-6, and Re. 0-0-3 in the rupee respectively inclusive of the initial deposit of Rs. 25 and shall further pay into the Government Treasury the balance of the three-fourths of the sale amount in instalments as shown below :—

1st khist within 15 days of the intimation of the confirmation of the sale.
2nd khist on or before the 1st March 1933.
3rd khist on or before the 1st July 1933.

If the contractor fails to pay up the sale amounts and cesses in the manner indicated above the sale will be cancelled and a resale will be held at the risk of the original purchaser who will be liable to make good any loss that may accrue which will be recoverable as arrears of land revenue, under section 79 of the Forest Regulation but shall not participate in any profit that may result. Further all the money paid shall be forfeited to Government.

3. Within fifteen days from the date of confirmation of the sale, the purchaser shall execute a mutchalika on duly stamped paper and shall further deposit in the Government Savings Bank an amount equal to one-fourth sale amount or Rs. 500 whichever is less duly pledged to the District Forest Officer. Failure to do this will also entail cancellation of the sale and further action will be taken as per abovesaid conditions.

4. The other conditions will generally be the same as those applicable in the case of Minor Forest Produce leases.

Name of Taluk	Place of sale	Date of sale
Kunigal Taluk	Kunigal	26th November 1932
Kortagere Taluk	Kortagere	28th do
Pavagada Taluk	Pavagada	25th do
Madhugiri Taluk	Madhugiri	30th do

K. REVANNA,
District Forest Officer.

MYSORE DISTRICT.

Notification dated 31st October 1932.

The undermentioned quantities of timber will be sold by the District Forest Officer Mysore District, or any other officer authorised by the District Forest Officer at 2 P.M. on the date noted against the depot under the following conditions:—

Name of depot	Date of sale	Teak	Mathi	Honne	Bite	Other kinds	Remarks
			C.ft.		C.ft.	C.ft.	
Begur Depot	25th November 1932 ..	..	2,500		--	--	Old Stock More or less.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted, if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case are subject to the confirmation of the Chief Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited

to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value, where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to be reasonable and to proceed for the recovery of the balance, from the defaulter if any, after deducting the price so fixed from the original sale amount, A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30th June 1933. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Interest will be charged at nine per cent on all belated payments (from the date of their falling due up to the date of payment).

SALE OF DRY TIMBER.

Notification dated 31st October 1932.

It is hereby notified for general information that the right of collecting and removing dead standing and fallen trees in the following forests of the Mysore District for the year 1932-33, will be sold by public auction by the District Forest Officer, Mysore District, or any other Officer deputed by him on the dates and places and subject to the conditions mentioned below:—

The sale will commence at 2 P.M., precisely on each day and will subject to the confirmation of the District Forest Officer, Mysore District, or the Chief Conservator Forests in Mysore, as the case may be:—

Range	Forest	Description of coupes	Approximate quantity available	Place	Date of sale	Remarks
1. Ainurmarigudi Range	Ainurmarigudi Forest	Old coupes	Teak 1,500 C.ft	Heggadevankote	25th November 1932.	more or less
2. Begur Range	Begur Forest	Do	1000 C.ft			

N.B.—It should be clearly noted that the contractor, should make his own arrangements for the removal of timber in the coupes and that the Forest Department will not undertake any responsibility in the matter of opening roads, etc.

2. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate as under the Thangadi Rules and deposit a sum of Rs. 100 (one hundred only) as earnest deposit with the officer conducting the sale; the deposit will be returnable to him immediately after the close of the sale, if his bid is not accepted. The person whose bid is accepted, shall immediately after the close of the sale, pay 25 per cent of the bid amount less the deposit already paid, failing which the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The timber will be sold in terms of cubic feet (the bidder will have to bid at so much per cubic foot of timber.)

5. Power is reserved to the District Forest Officer or such other officer conducting the sale, as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Any person bidding at the sale may be required by the officer conducting the sale, to state whether he is bidding on his own behalf or as an agent and in the latter case to produce a written authority signed by the principal.

7. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 100 (one hundred) or 25 per cent of the sale amount, whichever is less, for each coupe as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of annas ten accepting the above terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

8. Interest will be charged on all belated payments at 9 per cent from the date of their falling due up to the date of payment.

The following are the further conditions to which the contractor should bind himself :—

(*a*) That he shall collect and remove the timber prepared purchased before the 15th June 1933.

(*b*) That he shall furnish the Range Officers concerned with a list of agents and workmen who will be employed by him in the forest for extraction of timber prepared.

(c) That he shall bind himself to pay in advance the value of the minimum quantity of timber to be fixed by the District Forest Officer and shall remove all marketable portions.

(*d*) That he will not be eligible for any refund of advance if the minimum quantity fixed is not removed, but any excess quantity removed shall be paid for at auction rates.

(e) That no timber prepared in the coupe shall be removed unless it is measured and stamped at the stump by the Range Forest Officer or such other officer deputed by the District Forest Officer and until it is duly paid for.

(*f*) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*g*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employers or workmen.

(*h*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*i*) That no timber operation shall take place in the Forest after sunset or before sunrise.

(*j*) That he shall have no right whatsoever over the coupe and over the timber paid for but left unremoved in any of the coupes after 30th June 1933.

(*k*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the quantity of timber of each kind collected and shall keep it open for the examination of Forest Officers above the grade of guards.

(*l*) That for any breach of any of the conditions of the contract by the contractor or his agents the contract shall be cancelled at the option of the District Forest Officer and that the latter may after issuing to the contractor a notice of cancellation of contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in column (2) *Supra*. If the deposit or part thereof is so forfeited it shall be immediately made good by the contractor.

Abstract Notification dated 17th October 1932.

The attention of the public is invited to the detailed Notification dated the 17th October 1932., published on pages 1293 and 1294 of Part VI of the *Mysore Gazette*, dated 3rd November 1932, regarding the sale of right of collection and removal of MUTHUGA LEAVES from all Government unoccupied lands, Amrut Mahal Kavals, State Forests, reserved lands and plantations in all the Taluks of the Mysore District.

C. A. JABBAR,
District Forest Officer.

HASSAN DISTRICT.

Abstract Notification dated 31st October 1932.

The attention of the public is invited to the detailed Notification dated the 31st October 1932 regarding the sale of lease of Wood Oil and Canes in the Ghat Forests of the Manjarabad Range and Timber trees in Manjenahalli Kaval of Arsikere Range during 1932-33 held on 30th November 1932 at Sakalesapura and on the 25th November 1932 at Bageshapura published on page 1270, Part VI of the *Mysore Gazette*, dated the 3rd November 1932.

A. V. KESAVIENGAR,
District Forest Officer.

SHIMOGA DIVISION.

Abstract Notification dated 26th October 1932.

The attention of the public is invited to the detailed Notification of date pertaining to the sales of timber, sawn materials, in the various depots of the Division and also of 1000 seers of cardamom in the Sandal Koti at Shimoga published on pages 1272 to 1274 of Part VI of the *Mysore Gazette*, dated 3rd November 1932.

Notification dated 31st October 1932.

Sealed tenders are invited for the carting of Balagi poles in Shimoga Division as noted in the annexed schedule.

2. The tenders should be addressed to the District Forest Officer, Shimoga Division, so as to reach him on or before 21st November 1932 at 4 P.M. Any tender received after the abovementioned date will not be taken notice of.

3. Each tender should be accompanied by an earnest money deposit of Rs. 100 in currency notes and should be registered, insured and superscribed "Tender for carting Balagi poles."

4. The right of accepting or rejecting any tender is vested in the Conservator of Forests, Shimoga, who is not bound to assign any reason for accepting or rejecting the highest or lowest tender. The rate to be offered should be per pole. The successful tenderer or tenderers are required to enter into an agreement with the District Forest Officer, within a week of the intimation given to him or them, binding to observe the following conditions in default of which, the contract is liable to be cancelled and earnest money forfeited to Government. The power of giving the contract to one or more persons is vested in the Department.

5. In fulfilment of the terms of the contract, he or they should deposit in the Government Savings Bank a sum of Rs. 100 (one hundred only) in the name of the District Forest Officer. The amount is liable to be forfeited to Government for the breach of any or all the conditions of the agreement and the contract cancelled.

6. The earnest money of the successful tenderer or tenderers will be retained towards a portion of the security for the fulfilment of the terms of the contract after the bond is executed and of others will be returned to the parties concerned.

7. The subjoined schedule shows the quantities of poles more or less to be carted.

Conditions.

(*a*) All good and sound Balagi poles passed by the respective Range Officers should be carted to the depots as noted in the annexed schedule.

(*b*) The present contract is for the period ending with 30th June 1933 from the date of acceptance of the tender.

(*c*) The minimum quantities to be carted to the depots by the contractor or contractors will be as follows:—

One-fourth of the contracted quantity by the end of December 1932, one-half of the contracted quantity by the end of January 1933, and the remaining quantities by the end of March 1933. Failure on the part of the contractor to cart the poles as noted above entails the forfeiture of the whole or such portion of the security as the District Forest Officer deems fit. If the carting work of the contractor is slack, and if in the opinion of the District Forest Officer the contractor is not likely to discharge his obligations, the District Forest Officer will at once cancel the contract, forfeit the security, and make other arrangements for the carting.

(*d*) No pole should be removed from the forest without obtaining a passport from the Forest Range Officer or such other subordinate duly authorised by him.

(*e*) All poles for which passports have been obtained should be delivered in the depot at the latest within one month of the issue of such passes. Any pole not reaching the depot within one month of the issue of such passes will be treated as lost, and the value thereof will be recovered at the depot rates from the contractor from the amount of the next bill due to him.

(*f*) In the matter of consigning different kinds of poles from time to time, the contractor should abide by the instructions of the Range Officer.

(*g*) The contractor during the currency of his contract shall not take up any other similar contracts.

(*h*) The Range Officer at the beginning of each period mentioned in clause (c) will inform the contractor in writing, of the number of poles available for carting.

(*i*) The contractor shall abide by the rules of the Department as regards kindling of fires and hold himself reponsible for any offence committed by him or his agent, employees or cartmen.

(*j*) The security furnished will be returned to the contractor three months after the expiry of the contract period, if the whole or any portion or which is not forfeited to Government for the violation of any of the terms of the contract, and after satisfying that no pole is outstanding against the contractor.

(*k*) All poles must be completely barked by the contractor before delivery at destination.

Schedule referred to.	*No.*	
Carting of Balagi poles from Agumbe Forest to the Creosoting Plant at Bhadravati and to the Timber Depot in the new Railway Station, Shimoga.	2,000	45′ long
	1,000	40′ ,,
	500	30′ ,,
Total...	3,500	

MOHAMED PIR,
District Forest Officer.

BHADRAVATI DIVISION.

Referring to the Notification dated 24th October 1932 *re* the sale of timber in Bhadravati and Tarikere Depots on 21st and 28th November 1932 respectively, published on pages 1274 and 1275, Part VI of the *Mysore Gazette*, dated 3rd November 1932, the public are hereby informed that the sale of timber in Bhadravati Depot will be held on the 24th November 1932, instead of on the 21st November 1932 as already notified.

Notification dated 5th November 1932.

It is hereby informed for general information that the exclusive right of collecting the Minor Forest Produce on all Government unoccupied lands, Amrit Mahal Kavals, State Forests, reserved lands and plantations for two years from 1st July 1932 to 30th June 1934 will be sold talukwar by public auction on the dates and at the places specified below :—

Taluk comprised	Place of sale	Date of sale	Officer conducting the sale
Shimoga District—			
1. Channagiri ...	District Forest Office, Bhadravathi.	30th November 1932	Deputy Commissioner or any other officer deputed by him with the help of the District Forest Officer.

Remarks.—Excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals as well as village "Amarayi" which is sold separately by the Amildar in the Revenue Department.

N.B.—(1) The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

Description of produce.

Tamarind fruit	Kan cardamom	Chilladabija
Seegekayi	Marsani buds	Chagachebija
Gum	Halmaddi	Guggala
Honey	Hulgal seeds	Nim seeds
Bees-wax	Cinnamon seeds	Cashewnut
Kapilarang	Vatehuli	Pappalichakke
Gerubija or marking nut	Bende fibre	Hippe seeds
Wood-apple	Wild olive	Mango fruits
Lichens	Silk cotton	Kalluhuvu
Maradipoppu or charpoppu	Kirichal (State Forest)	Makliberu (State Forest)
Horns	Bendu do	Sogadeberu do
Hides	Linseed	Kakkekayi
Tarikayi	Bolar bark	Somechekke
Kanchagache	Pot stone	Lebi fruit
Gallnut	Rampatre or Kanpatre	Inglara
Antavaladakai	Jungle saffron	Nili seeds
Guricharlue	Patanga	Nux-vomica
Wild castor seeds (State Fts.)	Bones	
Kanpepper	Maddi	

Remarks.—The following produce in the locality mentioned below is excluded from the list of produce detailed above as it will be sold as independent items:—

1. Shimoga ... ... Cardamom.

2. The auction will commence at 2 P.M., and if it is not concluded on the same day, it will be continued on the next following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (1) produces a certificate from the Amildar of the taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided in clause 5 and (ii) deposits also with the officer holding the sale a sum of Rs. 200 which must be in the form of cash or currency notes.

Note.—In the case of taluks where the Minor Forest Produce revenue may not fetch more than Rs. 200, a sum of Rs. 50 only should be deposited with the sale conducting officer.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale and get in exchange, if he so desires, a certificate signed by the latter which will be a sufficient authority for him to bid at auction sale in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale in case the party named therein happens to be the highest bidder obtaining in lieu thereof if he wishes a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder subject to the confirmation of the Chief Conservator of Forests and the Conservator of Forests, Shimoga, who, at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

7. The successful bidders shall, immediately after the close of the sale, credit into the Government Treasury one-quarter of the total sale amount including the deposit already made together with the local, railway and other cesses on the entire lease amount at the rates prevailing in the District. In default, the deposit will be forfeited and the right resold. Such resales will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government right but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Note.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the Deputy Commissioner and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of three-fourths of sale amount will be paid in three equal instalments as follows :—

First khist	on or before	1st January 1933.
Second	do	1st March 1933.
Third	do	1st July 1933.

In default to pay the instalments on due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation, or any other law in force for the time being.

Further conditions to be entered in the agreement are—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and the Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspector respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.—(1) Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also, under the Forest Regulation irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 1934 all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee, nor his employees, shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the Minor Forest Produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to the end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the Village Amarai as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the Minor Forest Produce; any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

11. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer, or the Conservator of Forests, Shimoga or the Chief Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit amount, in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

H. V. RANGASAMIENGAR,
District Forest Officer.

KADUR FOREST DIVISION.

Notification dated 1st November 1932.

Sealed tenders will be received by the District Forest Officer, Kadur Division, Chikmagalur, up to 2 P.M. on the 28th November 1932 for the right of tapping wood oil from the duly marked trees in the Ghat Forests of Mudgere and Koppa Ranges for two years, *viz.*, 1932-34.

Particulars	Forests	Remarks
Tapping and collecting and removing wood oil from marked trees.	1. Balur State Forest ... 2. Southbhadra do ... 3. Thungabhadra do ... 4. Narasimhaparvatha ...	Only selected and previously marked trees to be tapped.

2. Each tender should be superscribed "Tender for tapping wood oil in the Kadur Division" and the same should be accompanied by a deposit of Rs. 10 in currency notes.

3. The District Forest Officer will be at liberty to accept or reject the lowest or any tender without assigning any reason therefor.

4. The tenders will be submitted to the Conservator of Forests for approval.

5. Within 15 days from the date of intimation of the acceptance of the tender the successful tenderer shall pay the full lease amount together with local, railway and education cesses at Re. 0-1-0, 0-0-6, and 0-0-6 respectively per rupee and enter into an agreement on a duly stamped paper binding himself to the conditions specified hereunder failing which the amount deposited already will be forfeited to Government and the produce resold or worked departmentally at the risk of the original tenderer who will be liable to make good the loss, if any, and it will be recovered as an arrear of Land Revenue, but he shall not participate in the surplus if any.

6. The lessee shall deposit a sum of Rs. 500 or one-forth of the lease amount whichever is less for the fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit in the name of the purchaser but duly pledged to the District Forest Officer.

Other conditions.

(*i*) The lessee or his employees shall not damage the standing trees or other produce in the course of removal.

(*ii*) The lessee shall not sublet the lease without the written permission of the District Forest Officer.

(*iii*) The lessee shall remove the produce before the end of June 1934, and anything left unremoved thereafter shall remain at the disposal of the Department.

(*iv*) The lessee shall hold himself responsible for any fire that may be caused by negligence by himself or his watchmen and shall render all assistance to putting it out.

(*v*) The lessee or his watchmen shall not enter the State Forest either before sunrise or after sunset.

(*vi*) The lessee shall be bound to maintain accounts of the removal of these produce and to render them to the Range Officer, every month during the course of operation.

(*vii*) The produce shall not be removed without being covered by a passport issued by the Forest Range Officer.

(*viii*) In the event of breach of any of these conditions, the lease will be cancelled and the security already furnished forfeited in whole or in part at the discretion of the District Forest Officer whose order will be final.

Notification dated 1st November 1932.

Sealed tenders will be received by the District Forest Officer, Kadur Division, Chikmagalur, up to 2 P.M. on the 28th November 1932 for the right of collection and removal of Canes in the forests of the Koppa and Mudgere Ranges for two years, *viz.*, 1932-34 subject to the exercise of the rights of the villagers.

2. Each tender should be superscribed "Tender for collection and removal of canes in the Kadur Division" and the same should be accompanied by a deposit of Rs. 25 in currency notes.

3. The District Forest Officer, will be at liberty to accept or reject the lowest or any tender without assigning any reason therefor.

4. The tenders will be submitted to the Conservator of Forests Shimoga, for approval.

5. Within 15 days from the date of intimation of the acceptance of the tender, the successful tenderer shall pay the full lease amount together with local, railway and education cesses at Re. 0-1-0, 0-0-6 and 0-0-6 respectively per rupee and enter into an agreement on a duly stamped paper binding himself to the conditions specified hereunder, failing which the amount deposited already will be forfeited to Government and the produce resold or worked departmentally at the risk of the original tenderer who will be liable to make good loss, if any, and it will be recovered as an arrear of land revenue, but he shall not participate in the surplus if any.

6. The lessee shall deposit a sum of Rs. 50 for the fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

7. The collection period lasts for two years from 1st July 1932 to 30th June 1934.

Conditions.

(1) Canes should be extracted without injuring the roots of the clump. Tender canes should, under no circumstances, be extracted.

(2) At least three shoots in a clump should be left to foster the growth of the cane.

(3) The purchaser, his agents or servants shall not injure any trees or other forest produce in the way of collecting canes.

(4) The purchaser shall be held responsible for the acts of his agents or servants in the business of collection.

(5) The purchaser shall not sublet the contract without permission from the District Forest Officer.

(6) Coolies employed by the purchaser must take permits from the Range Officer, when they enter the State Forest or reserved lands for the collection of the produce.

(7) The produce should be removed from the limits of the Taluk before the 30th June 1934.

(8) The purchaser shall be held personally responsible for the occurrence of any fire in the State Forest, if there is sufficient ground for the Department to learn that it has been caused by his negligence or by the act of his employees.

In the event of the breach of any of the conditions specified above, the contract is liable to be cancelled, all the produce collected shall be confiscated and a fine not exceeding Rs. 25 in each case shall be imposed by the District Forest Officer.

Notification, dated 1st November 1932.

Sealed tenders will be received by the District Forest Officer, Kadur Division Chikmagalur, up to 2 P.M., on the 28th November 1932, for the collection and removal of big and small bamboos, in the undermentioned Forests of the Kadur Division, for the year 1932-33.

Name of Range	Name of Forest	Bamboos		Remarks
		Big	Small	
Koppa ...	Devadan State Forest ...	2,500	5,000	
	Basavankote do ...	5,000	5,000	
	Halasur do ...	5,000	5,000	
	Basthi do ...	5,000	5,000	
Mudgere ...	Sargode do ..	2,500	5,000	
Kadur ...	Doddanguda District Forest ...	4,000	4,000	

2. Each tender should be superscribed "Tender for collection and removal of big and small bamboos in the Kadur Division," and the same should be accompanied by a deposit of Rs. 25 in currency notes. The rate to be quoted should be per 1,000 bamboos in one or in all forests.

3. The District Forest Officer will be at liberty to accept or reject the lowest or any tender without assigning any reason therefor.

4. The tenders received will be submitted to the Conservator of Forests, Shimoga for approval.

5. Within 15 days from the date of intimation of the fact of approval, the successful tenderer shall pay the full lease amount on the minimum quantities fixed as above at the rates sanctioned or accepted together with local cess at one anna per rupee, railway cess at six pies per rupee and education cess at six pies per rupee, failing which the amount deposited or the whole amount paid already shall be forfeited to Government and the right resold at the risk of the original tenderer.

6. The lessee should sign the agreement binding himself to observe the following conditions and it should be executed within 15 days, from the date on which, the acceptance of the tender may be intimated to him; in default the money paid by him will be forfeited to Government and the right disposed of by resale at his risk as defined in para 5. The lessee shall not be allowed to enter the forest and cut bamboos until he has executed the agreement and paid the full amount.

CONDITION.

(*a*) The bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a "permit to remove" is issued. Removal without such permits will be an offence to be dealt with according to law.

(*b*) The lessee shall not cut bamboos outside the limits of the block to which the lease refers nor exploit immature clumps less than two years old.

(*c*) The lessee will be personally responsible for the acts of his agents, or servants or coolies in the business of collection and removal of bamboos and for preventing and cutting of clumps under two years, by himself his agents, servants or coolies.

(*d*) The lessee shall not sell the right purchased by him to other person or persons or appoint any agent or agents to work for him, without obtaining the previous permission in writing of the District Forest Officer.

(e) The lessee shall collect and remove the full quantity purchased from the limit of the forest before the end of June 1933. No permission will be granted for cutting and collection of bamboos after the 30th June 1933.

(f) The lessee shall accept the minimum quantity fixed in the notification as available in the block or area concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed with the lease period, he will pay for the excess quantity at auction sale rates.

(g) The lessee shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting stations.

(h) The lessee will be held responsible for the occurrence of any fire within the forest if there is sufficient ground for the Forest Department to suspect that it was caused by his negligence or by that of his employees,

(i) Neither the lessee nor his employees shall enter the forest either before sunrise or after sunset.

(j) The lessee shall, soon after the sale is confirmed, deposit Rs. 100 (one hundred only) as security for the due fulfilment of conditions of the lease. In the event of the breach of any of the above conditions, the money deposited as security shall be forfeited to Government in whole or in parts as the Conservator of Forests may decide and the lease liable to be cancelled.

7. The sale does not prohibit the issue of retail licenses at seigniorage rates or the exercise of the rights of the villagers.

Notification dated 1st November 1932.

Sealed tenders will be received by the District Forest Officer, Kadur Division, Chikmagalur, up to 2 P.M., on the 28th November 1932, for the collection of fuel (green) in the coupes of the undermentioned State and District Forests of the Kadur Division for the year 1932-33:—

Name of Range	Name of forest and working circle	Coupes number and year	Area in acres	Approximate quantity in tons	Place and date of sale	Remarks
Kadur	Lingenahalli .. District jungle ..	1—29-30	100	150 tons.	....	More or less
	Churchegudda ..	1—29-30	100	250 tons.	....	

2. Each tender should be superscribed "Tender for collection and removal of green fuel in the Kadur Division" and the same should be accompanied by a deposit of Rs. 50 in currency notes. The rate to be quoted should be per C.ft. (or ton) in one or in all forests.

3. The District Forest Officer will be at liberty to accept or reject the lowest or any tender without assigning any reason thereof.

4. The tenders received will be submitted to the Conservator of Forests, Shimoga, for approval.

5. Within a week from the date of intimation regarding the acceptance of the tender, the person whose bid is accepted shall deposit a sum of Rs. 50 (fifty) or 25 per cent of the sale amount, whichever is less, for each coupe as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked departmentally at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself.—

(a) That he shall fell and remove the timber trees purchased by him before 15th June 1933.

(b) That he shall make the fellings of the trees in a methodical manner from one side of the coupe coppicing the stumps of the trees felled, leaving the standard trees marked on the area intact along with all the trees less than one foot in girth, trees yielding Minor Forest Produce and all trees, shrubs and thorny growth, that are coming up within a radius of six feet from the sandal trees and saplings.

(c) That each consignment of fuel shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*d*) That if any trees, shrub or growth reserved by the Department as noted in clause (*b*) *supra* is cut, he shall pay a fine not exceeding Rs. 10 per tree.

(*e*) That he shall abide by the rules of the department as regards the kindling of the fire and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*f*) That no operation shall take place in the forest after sunset and before sunrise.

(*g*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*h*) That he shall have no right whatsoever over the coupes and over the fuel paid for but left unremoved in any of the coupes, after the 30th June 1933.

(*i*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the out-turn of fuel resulting therefrom and shall keep it open for the examination of the Forest Officers above the grade of guards.

(*j*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing the contractor, a notice of cancellation of the contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

Notification dated 1st November 1932.

Sealed tenders will be received by the District Forest Officer, Kadur Division, Chikmagalur up to 2 P.M., on the 28th November 1932, for the right of collecting the Tupre leaves on all Government unoccupied lands, State and District Forests, Reserved lands and plantations of the undermentioned Taluks for three years from 1st July 1932 to 30th June 1935.

No.	Name of Taluk	Remarks
1	Chikmagalur	The lease is for a period of three years from 1st July 1932. Excludes produce classed as Village Amarai as well as those in Inam Jodi, Khayamgutta and Sarvamanya and other occupied lands.
2	Kadur	
3	Mudgere	
4	Koppa	

2. Each tender should be superscribed "Tender for collecting Tupre leaves in the Kadur Division" and the same should be accompanied by a deposit of Rs. five in currency notes.

3. The District Forest Officer will be at liberty to accept or reject the lowest or any tender without assigning any reason therefor.

4. The tenders will be submitted to the Conservator of Forests, Shimoga, for approval.

5. Within fifteen days from the date of intimation of the acceptance of the tender, the successful tenderer shall pay the full lease amount together with Local, Railway and Education cesses at Re. 0-1-0, 0-0-6 and 0-0-6 respectively per rupee and enter into an agreement on a duly stamped paper binding himself to the conditions specified hereunder, failing which the amount deposited already will be forfeited to Government and the produce resold or worked departmentally at the risk of the original tenderer who will be liable to make good the loss if any and it will be recovered as an arrear of Land Revenue, but he shall not participate in the surplus if any.

6. The lessee shall deposit a sum of Rs. 25 or one-quarter of the sale amount whichever is less as security for the fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

Further conditions to be entered in the agreement are:—

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any of the trees under one year of age on the plea of collecting the produce. The lessee shall be held personally responsible for the act of his agents or servants.

(*b*) The lessee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the District Forest Officer.

(*d*) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests. Printed passes prescribed by the District

Forest Officer shall be issued to cartmen under the signature of the lessee for the export of produce.

(*e*) The lessee shall keep and render accounts every month to the District Forest Officer of the produce collected and removed by him or his agents during the month. His accounts will be liable for the inspection of the Chief Conservator of Forests or the District Forest Officer or by any other officer deputed by either of them.

(*f*) The lessee, his agents or servants shall render all possible help in preventing the occurrence of fires in forests in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*g*) The lessee shall remove out of the limits of forest, all produce collected and stored under the terms of the lease before the close of the lease period, *viz.*, 30th June 1935.

(*h*) Neither the lessee nor his servants shall enter the State Forests either before sunrise or after sunset.

(*i*) The village amarayi produce is not included in the contract.

10. In the event of the breach of any of the above conditions, the lease will be liable to be cancelled and the lessee fined to the extent of Rs. 200.

N.B.—This sale does not debar the issue of individual licenses by the Department to petty local purchasers.

Notification dated 1st November 1932.

Sealed tenders will be received by the District Forest Officer, Kadur Division, Chikmagalur, up to 2 P.M., on the 28th November 1932, for the exclusive right of collecting the Cinnamon leaves for distilling oil in all Government unoccupied lands, Amrit Mahal Kavals, State Forests, Reserved lands and Plantations during the years 1932-34 as noted below:—

Name of Division	Name of Range or Taluk comprised
Kadur Division	Mudgere Taluk

2. Each tender should be superscribed "Tender for collecting Cinnamon leaves in the Kadur Division" and the same should be accompanied by a deposit of Rs. 50 in currency notes.

3. The District Forest Officer will be at liberty to accept or reject the lowest or any tender without assigning any reason therefor.

4. The tenders will be submitted to the Conservator of Forests, Shimoga for approval.

5. Within fifteen days from the date of intimation of the acceptance of the tender the successful tenderer shall pay the full lease amount together with Local, Railway and Education cesses at Re. 0-1-0, 0-0-6 and 0-0-6 respectively per rupee and enter into an agreement on a duly stamped paper binding himself to the conditions specified hereunder, failing which the amount deposited already will be forfeited to Government and the produce resold or worked departmentally at the risk of the original tenderer who will be liable to make good the loss if any and it will be recovered as an arrear of Land Revenue, but shall not participate in the surplus if any.

6. The lessee shall deposit a sum of Rs. 50 or one-fourth of the lease amount whichever is less for each Taluk as security for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit pledged to the District Forest Officer.

7. The following are the further conditions to which the contractor should bind himself:—

(*a*) that he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*b*) That he shall abide by the rules of the Department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*c*) That no operations shall take place in the Forest after sunset or before sunrise.

(*d*) That the removal of the leaves is done by the hand and not by billhooks.

(*e*) That not more than five stills are opened in the Range.

(*f*) That the site of the still first located with the previous permission of the Range Officer is not changed to any other place during the working season.

(*g*) That the required quantity of fuel is cut and removed on pre-paid licenses only from the plot selected and marked by the Range Officer.

(*h*) That no damage will be caused to the trees while collecting the leaves. Any such damage will be assessed by the Range Officer subject to the approval of the District

Forest Officer. The District Forest Officer's decision in the assessment of damages will be final and the assessed damages will be recovered from the Security Deposit of the contractor.

(*i*) That for breach of any or all of the conditions of the contract by the contractor or his agents, employees or workmen, the contract shall be null and void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of cancellation of contract enforce forfeiture of all or any part of deposit and resell the right or work departmentally at the risk of the contractor as in clause (i) *supra*. If the deposit or part thereof is so forfeited it shall be immediately made good by the contractor.

Note.—Interest at 9 per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

Abstract Notification dated 18th October 1932.

The attention of the public is invited to the detailed notification regarding the sale of timber in high forests of the Kadur Division, published on pages 1225 and 1226 of part VI of the *Mysore Gazette*, dated 27th October 1932.

C. H. EAGLES,
District Forest Officer

ENGINEERING DEPARTMENT.

BANGALORE DIVISION.

Notification dated 3rd November 1932.

Notice is hereby given that sealed tenders will be received at the Office of the Executive Engineer, Bangalore Division up to 2 P.M. on 28th November 1932, for restoring Hindignal-Kurubarkere breached tank of Hoskote Taluk.

An approximate estimate of quantities is given below. These quantities are not guaranteed. The work should be completed by the end of June 1933.

2. The plans, detailed estimates and conditions may be seen at the Executive Engineer's Office at Bangalore between the hours of 11 A.M. and 5 P.M.

3. Tenders should be submitted on printed forms which may be obtained from the Executive Engineer. The tenders should be accompanied by a statement in the form given below, showing the rates at which the different items specified will be executed.

4. Each tender must be accompanied by a deposit of Rs. 300 (three hundred) in cash or Government Promissory Notes, as earnest money and be superscribed "Tender for restoring Hindignal-Kurubarkere breached tank of Hoskote Taluk" in default of which, tenders will be rejected.

5. The final acceptance of any tender will rest with the Executive Engineer who does not bind himself to accept the lowest or any tender or to assign any reason whatever for the rejection of any tender.

6. Within eight days of the acceptance of the tender, the successful competitor will be required to execute the usual contract bond, in default of which, his tender will be considered cancelled, and his earnest money will be forfeited.

7. The name of the successful competitor, whose tender has been accepted, will be posted on the Notice Board in the Executive Engineer's Office in due course. No enquiries regarding the acceptance or rejection of a tender will receive any reply.

8. On acceptance of one of the tenders, the earnest money on rejected tenders will be returned.

9. Percentage rates above or below the estimate amount will not be accepted.

10. No claims for enhanced rates will be entertained on any account after acceptance of tenders.

11. The Contractor will be dealt with in terms of the bond for any short progress or delay. In matters of all disputes about rates and measurements, quality of work, etc., and in all disputes of any kind, the decision of the Chief Engineer, will be final and legally binding on the Contractor.

12. Rates should be quoted both in words and figures for each item of works and lumpsum provisions are subject to modification as per data worked out during execution. For individual items of work under lumpsum provisions, the rates tendered for similar items of works will be paid and for other items, the rates as per schedule of rates will be paid at the discretion of the Executive Engineer.

13. Rates for masonry include bond stones to the required percentage at the required intervals of the quality and size to be specified.